

CONTRACT

**SOUTH ALABAMA
PURCHASING ASSOCIATION**

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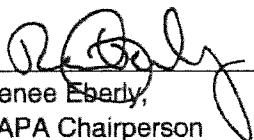
**TEMPLE, INC.
Decatur, Alabama
For: "Traffic Signal
Preemption System"**

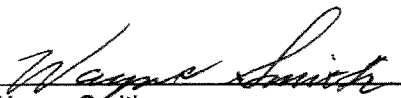
Pursuant to the State Bid Law, the Intergovernmental Agreement and By-Laws of SAPA, members of SAPA may choose to use the state bid list; bid the same items themselves; use the SAPA bid; or use the bids of other cooperative arrangements legally available to each member. SAPA reserves the right to disregard all bid responses if the same or similar bid items are available on the state bid list for a price equal to or less than any prices in all bid responses for a particular bid. SAPA may choose to award or not award a bid taking into consideration bid items and prices on the state bid list.

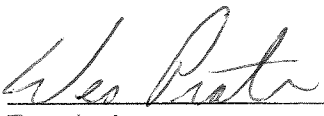
Therefore, after evaluating the bid, it was found that all specifications were met and pricing was considered fair. A recommendation was sent to SAPA Members to accept Bid Number 2017-0629. After votes were received in favor of accepting the bid, a Contract Award with SAPA has been issued based on the RFB.

Due to the verbiage written in the RFB we are in compliance with *Alabama State Bid Law*. The award of all Bids / Proposals will be made by the Chairperson and other SAPA Members in accordance to the provisions set forth in the Intergovernmental Agreement.

The vendor is bound by the terms and conditions of their RFB. Any vendor found deviating from their RFB will void their SAPA Contract Award and disqualify their company from any future RFB's published by SAPA. However, if a vendor's company can provide better terms and conditions for the SAPA Membership. They must first submit the changes to SAPA for approval. After approval this change will be made public to all Members and the other vendors.


Renee Eberly,
SAPA Chairperson


Wayne Smith,
SAPA Coordinator


Temple, Inc.
Representative's Name

Date Contract Executed: July 10, 2017

COUNTY OF BALDWIN
COUNTY OF MOBILE
STATE OF ALABAMA

VEHICLE PARTS & BATTERIES

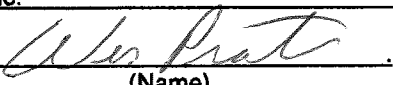
This Agreement is by and between the South Alabama Purchasing Association, a purchasing cooperative in Mobile and Baldwin Counties, Alabama, known as SAPA, and Temple, Inc., (hereinafter called the "Vendor or Contractor") following the Vendor's low bid meeting specifications, in its response to an Invitation to Bid on Requisition No. SAPA 2017-0629 which was opened on June 29, 2017 at 10:00 am, local time. The program reflected the following:

VENDOR RESPONSE AND PRICING

For: Traffic Signal Preemption System to be furnished by Temple, Inc., Decatur, Alabama.

<u>Item:</u>	<u>Unit Price:</u>
A. Equipment Required per Intersection	\$3,088.00
B. Annual Cost for Connectivity and Service for Intersection Device	440.00
C. Equipment Required per Vehicle	\$2,857.00
D. Annual Cost for Connectivity and Service for Vehicle Device	\$440.00

VENDOR: Temple, Inc.

VENDOR SIGNATURE: 
(Name)

CONTRACT

THIS CONTRACT, entered into this 10th day of July, 2017, by SAPA and/or SAPA Member, hereinafter called the "Owner", and Temple, Inc., a corporation organized and existing under the laws of the State of Alabama, hereinafter called the "Contractor" on the Bid Number: SAPA 2017-0629.

The OWNER and the CONTRACTOR agree as set forth below:

1. The contract consists of all of the items contained within this contract, the associated bid package, addenda, amendments drawings, charts and appendices, if any.

2. The CONTRACTOR shall perform all services described herein.

WITNESSETH: That the parties hereto do mutually agree as follows:

1. TERMS OF CONTRACT:

The term of the Contract shall be for a period of ONE (1) year from the signing date of contract, with the option to renew bid or contract for TWO (2) additional years thereafter in ONE (1) year increments if terms and conditions, including pricing remain the same, and both parties are in agreement to renewing the bid or contract. Therefore, the Contract will begin on July 10, 2017 and terminate on

July 10, 2018

2. ORDERING

The OWNER shall order materials and services by issuing Purchase Orders (if applicable) or blanket Purchase Order (if applicable) to the CONTRACTOR. The OWNER agrees to pay CONTRACTOR the sum as reflected on the attached pricing sheets reflecting products and/or services.

3. INVOICES

Invoices will be sent to the entity/member placing order as a member of SAPA and billed to the individual member of SAPA abiding by the members set procedures related to billing and use of Purchase Orders (if applicable by that SAPA member). Contractor is to invoice OWNER upon receipt of products and/or services. The Owner is to be invoiced on a monthly basis, in arrears, for payment of products or services received associated with this bid.

4. PAYMENT

Payment will be made per set procedures of member SAPA Organization (Owner).

a. Compensation:

Payment shall be based upon the rates set forth in the awarded bidder's "bid response" form.

b. Invoices:

Will be sent to SAPA member (Owner) to billing address Owner gives Contractor.

c. Payment of Invoice:

All invoices received by the Owner are payable within thirty (30) days from the date of receipt by the Owner, provided they are approved by the Owner.

5. PAYMENT WITHHELD:

a. The Owner may withhold approval for payment on any request and the Owner may withhold payment to such extent as may be necessary to protect the Owner from loss on account of;

1. Negligence on the part of the Contractor to execute the work properly or fail to perform any provision of this CONTRACT.
2. The Owner, after three (3) days written notice to the Contractor, may without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the overall CONTRACT sum.
3. Claims filed or reasonable evidence indicating probable filing of claims.
4. Failure of the Contractor to make payments properly to Subcontractors (if applicable) for material or labor.
5. A reasonable doubt that the CONTRACT can be completed for the balance then unpaid.
6. Damage to the Owner's facilities, or another contractor (if applicable) or another contractor's work.

When the above stipulations are removed, payment shall be made for the amount withheld because of them. The Contractor waives all cancellation rights under the CONTRACT, if payment is withheld for one or more of the above reasons.

6. GENERAL CONDITIONS:

a. **Indemnity:** The Contractor hereby agrees to indemnify and save harmless the Owner, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this CONTRACT, to the extent caused by a negligent act or omission of the Contractor, their agents, servants, employees, Subcontractors, or others associated with the Contractor. The Contractor shall be responsible for damage to any equipment excluded from this CONTRACT, or damage or injury caused by any equipment excluded from this Contract, to the extent that the damage or injury is caused by a negligent act or omission of the Contractor.

b. **Notification and Accident Reports:** (If applicable) In the event of accidents of any kind, the Contractor shall notify the Owner in writing immediately and furnish, without delay, copies of all such accident reports to the Owner. If the performance of their Work, the Contractor fails to immediately report an accident to Owner, of which the Contractor has knowledge of and which results in a fine levied against the Owner then the Contractor shall be responsible for all fines levied against the Owner.

7. TERMINATION OF AGREEMENT

a. **Termination for Default:** (If applicable) Performance of Work under this Agreement may be terminated by the OWNER, in whole or in part, in writing, whenever the OWNER determines that the Contractor has failed to meet the requirements of this Agreement.

b. The OWNER has a right to terminate for default if the contractor fails to make delivery of material or does not perform the work, or if the Contractor fails to perform services in a

reasonable amount of time, or if the Contractor fails to perform any other provision of the Agreement.

c. **Termination for Convenience:** OWNER has the absolute right to terminate the Agreement upon "Award of Contract" to another Contractor, to perform major work referenced herein. In such event, payment due on the date of cancellation of the Agreement by OWNER, shall be paid by OWNER.

d. **Non-Availability of Funds:** If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period the contract may be cancelled by any SAPA member.

8. INSURANCE REQUIREMENTS

All Insurance Requirements will be met as stated within the agreement set fourth within the bid proposal.

9. TIME IS OF THE ESSENCE

The OWNER and CONTRACTOR agree that time is of the essence in the performance of Work needed of equipment leased or purchased by the CONTRACTOR. The CONTRACTOR agrees that all work will be accomplished regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within reasonable time periods.

10. SAFETY MEASURES:

The Contractor shall take all necessary precautions for the safety of the OWNER'S and Contractor's equipment and employees at the Work site, and shall erect and properly maintain at all times, all necessary safeguards for the protection of the workmen and the public. Where necessary, the Contractor shall post signs warning against hazards in and around the Work site if needed.

11. FAMILIARITY WITH THE WORK:

The CONTRACTOR, by executing this CONTRACT, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The OWNER will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that execution of the CONTRACT by the CONTRACTOR serves as his stated commitment to fulfill all requirements and conditions referred to in this CONTRACT.

12. CONTRACTOR LIABILITY:

Nothing in this CONTRACT shall be construed to mean that the CONTRACTOR assumes any liability for damages or otherwise, on account of accidents to persons or property, except those resulting from negligence on the part of the CONTRACTOR or its agents, servants, employees and subcontractors.

13. MISCELLANEOUS PROVISIONS:

The CONTRACTOR shall not employ Subcontractors without the express written permission of the OWNER or its agents, servants, employees and subcontractors.

The CONTRACTOR shall not assign the CONTRACT or sublet it as a whole without the express written permission of the OWNER. The CONTRACTOR shall not assign any payment due them hereunder, without the express written permission of OWNER. The OWNER may assign the contract, or sublet it as a whole, without the consent of the CONTRACTOR.

No waiver, alteration, consent or modification of any of the provisions of the CONTRACT shall be binding unless in writing and signed by the OWNER and CONTRACTOR.

If applicable, the CONTRACTOR is to procure all permits, licenses, and certificates, or any approvals, of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under this CONTRACT.

This CONTRACT is considered a non-exclusive CONTRACT between the parties.

This CONTRACT is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama.

Any litigation arising out of the CONTRACT shall be heard in the Courts of Baldwin County or Mobile County, Alabama, depending in which county the SAPA member (Owner) resides. This CONTRACT, contains all terms and conditions agreed upon by the OWNER and CONTRACTOR. No other CONTRACT, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind either party hereto.

This CONTRACT shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this CONTRACT, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

Temple Inc.
(Print Name of Company)

Wes Prater
(Print Name of Representative Authorized to sign Bids and Contracts for the firm)

Wes Prater
(Signature of Representative Authorized to sign Bids and Contracts for the firm)

305 Bank St. Decatur, AL 35601
(Address)

Phone Number (256) 353-3820 Fax Number (256) 353-4578

Primary e-mail address Wes.prater@temple-inc.com

Alabama CONTRACTOR's License No. (If required) _____

If Corporation or LLC

Company _____

State of Incorporation _____

Company Representative _____
(Print Name of Representative Authorized to sign Bids and Contracts for the firm)

Company Representative _____
(Signature of Representative Authorized to sign Bids and Contracts for the firm)

Address _____

Phone Number () _____ Fax Number () _____

Primary e-mail address _____

Alabama CONTRACTOR's License No. (If Required) _____

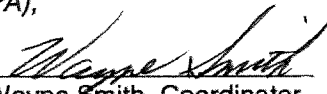
Foreign Corporation Entity ID _____

For the *South Alabama Purchasing Association (SAPA)*,



Renee Eberly, Chairperson

7/7/17
Date



Wayne Smith, Coordinator

7/10/17
Date

Notary for Individual or Corporation

STATE OF Alabama }

COUNTY OF Morgan }

I, the undersigned authority in and for said State and County, hereby certify that Wes Prater
as Sales Support respectively, of Temple Inc

title company name

whose name is signed to the foregoing document and who is known to me, acknowledged before me

on this day, that, being informed of the contents of the document they executed the same voluntarily on
the day the same bears date.

Given under my hand and Notary Seal on this 10 day of July, 2017.

Jean Blue
Notary Public

My commission expires: 3-11-19



SEAL: